

C-79
5/30/2013

**2013 AEA NEGOTIATIONS
CITY INITIAL PACKAGE PROPOSAL***

TERM

One Year Term

WAGES

2% general wage increase

SICK LEAVE

See Attached (City Proposal #5)

SUSTAINABLE TRANSPORTATION INCENTIVE

See Attached (City Counterproposal to Union Proposal #7)

LEAVES OF ABSENCE

As Proposed on April 12, 2013 (City Proposal #3)

SICK LEAVE PAYOUT

As Proposed on April 24, 2013 (City Proposal #4)

HOLIDAYS

As Proposed on April 12, 2013 (City Proposal #9)

GRIEVANCE PROCEDURE

As Proposed on April 19, 2013 (City Proposal #10)

PERSONAL PROTECTIVE FOOTWEAR

As Proposed on April 12, 2013 (City Proposal #11)

TRAINING

As Proposed on May 17, 2013 (City Counterproposal to Union Proposal #1)

WORKING IN A HIGHER CLASSIFICATION

As Proposed on April 12, 2013 (City Counterproposal to Union Proposal #2)

UNION DUES

As Proposed on May 17, 2013 (City Counterproposal to Union Proposal #4)

VACATION LEAVE

Tentative Agreement Reached on April 24, 2013

**2013 AEA NEGOTIATIONS
CITY INITIAL PACKAGE PROPOSAL***

HEALTH/DENTAL IN LIEU

Tentative Agreement Reached on April 24, 2013

REOPENERS

- Notwithstanding any other provision of this Agreement, the parties agree to continue to meet and confer over retiree healthcare benefits and funding upon request of either party. This may include but is not limited to alternatives to reduce the cost of retiree healthcare benefits and options for current employees that comply with IRS regulations. The City and AEA shall negotiate in good faith in an effort to reach a mutual agreement. Applicable impasse dispute resolution procedures shall apply.
- Notwithstanding any other provision of this Agreement, the parties agree to meet and confer over retirement benefits upon request of either party in the event that the pension modification ballot measure, also known as Measure B, in part or in whole, is declared invalid or otherwise modified or changed by any court of competent jurisdiction or any other administrative process, or by any applicable State or Federal law or regulation.

Negotiations between the City and AEA shall commence within 14 days upon notice from either party that any action referenced in the previous paragraph has occurred. The City and AEA shall negotiate in good faith in an effort to reach a mutual agreement. Applicable impasse dispute resolution procedures shall apply.

- Notwithstanding any other provision of this Agreement, the parties agree to meet and confer over active healthcare benefits upon request of either party.

Negotiations between the City and AEA shall commence within 14 days upon notice from either party that any action referenced in the previous paragraph has occurred. The City and AEA shall negotiate in good faith in an effort to reach a mutual agreement. Applicable impasse dispute resolution procedures shall apply.

** This proposal is submitted in an attempt to reach a settlement. In the event the proposal is not accepted, the City reserves the right to modify, amend and/or add proposals.*

CITY PROPOSAL #4 – SICK LEAVE

ARTICLE 8 SICK LEAVE

City Proposed Language:

- 8.3.8 ~~An employee may be required to furnish substantiation for any absence for which sick leave payment is requested.~~ Any time an employee is required to report to work and is unable to report due to illness or injury, an employee may be required to furnish medical verification or other substantiation for any such absences.

SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SAN JOSE

AND

ASSOCIATION OF ENGINEERS AND ARCHITECTS, IFPTE LOCAL 21
(AEA UNITS 41/42 AND UNIT 43)

Sustainable Transportation Incentive

The City and the Association of Engineers and Architects (AEA Units 41/42 and Unit 43), IFPTE, Local 21 ("the Union") agree to continue discussing programs that provide subsidies for public transit which could be available to employees. Discussions shall include, but not be limited to, EcoPass, regional commuter assistance and pre-tax transit programs.

Either the City or the Union may provide notice to the other of its request to discuss programs that provide subsidies for public transit that could be available to employees. Upon such notice, the parties shall continue these discussions within ten (10) calendar days after the City or the Union receives notice from the other.

Agreeing to continue discussing programs that provide subsidies for public transit does not guarantee that any of the programs discussed will be adopted and/or implemented by the City. There are currently no funds designated for these programs.

This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, any agreement reached between the City and the Union.

FOR THE CITY:

FOR THE EMPLOYEE ORGANIZATION:

Alex Gurza
Deputy City Manager

Date

Michael Seville
Business Representative, IFPTE Local 21

Date

John Mukhar
President, AEA

Date